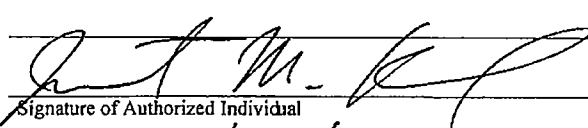


United States Bankruptcy Court Southern District of New York				Voluntary Petition	
Name of Debtor (if individual, enter Last, First, Middle): Grand Prix Holdings LLC			Name of Joint Debtor (Spouse) (Last, First, Middle):		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 41-2239317			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):		
Street Address of Debtor (No. & Street, City, and State): 340 Royal Poinciana Way, Suite 306 Palm Beach, Florida <div style="float: right; border: 1px solid black; padding: 2px; margin-top: -20px;"> ZIP CODE 33480 </div>			Street Address of Joint Debtor (No. & Street, City, and State): <div style="float: right; border: 1px solid black; padding: 2px; margin-top: -20px;"> ZIP CODE </div>		
County of Residence or of the Principal Place of Business: Palm Beach County			County of Residence or of the Principal Place of Business:		
Mailing Address of Debtor (if different from street address): <div style="float: right; border: 1px solid black; padding: 2px; margin-top: -20px;"> ZIP CODE </div>			Mailing Address of Joint Debtor (if different from street address): <div style="float: right; border: 1px solid black; padding: 2px; margin-top: -20px;"> ZIP CODE </div>		
Location of Principal Assets of Business Debtor (if different from street address above):			<div style="float: right; border: 1px solid black; padding: 2px; margin-top: -20px;"> ZIP CODE </div>		
Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.) _____		Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;"> Hotel/Hospitality </div> <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;"> Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code). </div>		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <div style="margin-top: 10px;"> <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding </div> <div style="text-align: center; border-top: 1px solid black; margin-top: 10px;"> Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts. </div>	
Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (<i>amount subject to adjustment on 4/01/13 and every three years thereafter</i>). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).			
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors (Consolidated with affiliates) <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> 1-49</div> <div><input type="checkbox"/> 50-99</div> <div><input type="checkbox"/> 100-199</div> <div><input type="checkbox"/> 200-999</div> <div><input checked="" type="checkbox"/> 1,000-5,000</div> <div><input type="checkbox"/> 5,001-10,000</div> <div><input type="checkbox"/> 10,001-25,000</div> <div><input type="checkbox"/> 25,001-50,000</div> <div><input type="checkbox"/> 50,001-100,000</div> <div><input type="checkbox"/> Over 100,000</div> </div>					
Estimated Assets (Consolidated with affiliates) <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0- to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input checked="" type="checkbox"/> More than \$1 billion</div> </div>					
Estimated Liabilities (Consolidated with affiliates) <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0- to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input checked="" type="checkbox"/> More than \$1 billion</div> </div>					

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Grand Prix Holdings LLC	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See attached Schedule 1	Case Number:	Date Filed:	
District: Southern District of New York	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.	Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b). X _____ Signature of Attorney for Debtor(s) (Date)		
Exhibit C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(1)).			

Voluntary Petition <i>(This page must be completed and filed in every case)</i>	Name of Debtor(s): Grand Prix Holdings LLC
Signatures	
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct.</p> <p>[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.</p> <p>[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (If not represented by attorney)</p> <p>_____ Date</p>	<p style="text-align: center;">Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p style="text-align: center;">Signature of Attorney*</p> <p>X <u>/s/ Paul M. Basta</u> Signature of Attorney for Debtor(s) Paul M. Basta Printed Name of Attorney for Debtor(s) Kirkland & Ellis LLP Firm Name Citigroup Center 601 Lexington Avenue New York, NY 10022 Address (212) 446-4800 Telephone Number July 19, 2010 Date</p> <p>* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official form 19B is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Date</p> <p>_____ Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.</p> <p>Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form of each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. § 110; 18 U.S.C. § 156.</i></p>
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X  Signature of Authorized Individual Justin Korva Printed Name of Authorized Individual</p> <p>_____ Title of Authorized Individual July 19, 2010 Date</p>	

Schedule 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “**Debtors**”) filed a petition in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) for relief under chapter 11 of title 11 of the United States Bankruptcy Code. The Debtors are simultaneously filing a motion for joint administration of these cases under the number assigned to the chapter 11 case of Innkeepers USA Trust.

- | | |
|---|--|
| 1. GP AC Sublessee LLC | 47. Grand Prix Mezz Borrower Floating 2, LLC |
| 2. Grand Prix Addison (RI) LLC | 48. Grand Prix Mezz Borrower Term LLC |
| 3. Grand Prix Addison (SS) LLC | 49. Grand Prix Montvale LLC |
| 4. Grand Prix Albany LLC | 50. Grand Prix Morristown LLC |
| 5. Grand Prix Altamonte LLC | 51. Grand Prix Mountain View LLC |
| 6. Grand Prix Anaheim Orange Lessee LLC | 52. Grand Prix Mt. Laurel LLC |
| 7. Grand Prix Arlington LLC | 53. Grand Prix Naples LLC |
| 8. Grand Prix Atlanta (Peachtree Corners) LLC | 54. Grand Prix Ontario Lessee LLC |
| 9. Grand Prix Atlanta LLC | 55. Grand Prix Ontario LLC |
| 10. Grand Prix Atlantic City LLC | 56. Grand Prix Portland LLC |
| 11. Grand Prix Bellevue LLC | 57. Grand Prix Richmond (Northwest) LLC |
| 12. Grand Prix Belmont LLC | 58. Grand Prix Richmond LLC |
| 13. Grand Prix Binghamton LLC | 59. Grand Prix RIGG Lessee LLC |
| 14. Grand Prix Bothell LLC | 60. Grand Prix RIMV Lessee LLC |
| 15. Grand Prix Bulfinch LLC | 61. Grand Prix Rockville LLC |
| 16. Grand Prix Campbell / San Jose LLC | 62. Grand Prix Saddle River LLC |
| 17. Grand Prix Cherry Hill LLC | 63. Grand Prix San Jose LLC |
| 18. Grand Prix Chicago LLC | 64. Grand Prix San Mateo LLC |
| 19. Grand Prix Columbia LLC | 65. Grand Prix Schaumburg LLC |
| 20. Grand Prix Denver LLC | 66. Grand Prix Shelton LLC |
| 21. Grand Prix East Lansing LLC | 67. Grand Prix Sili I LLC |
| 22. Grand Prix El Segundo LLC | 68. Grand Prix Sili II LLC |
| 23. Grand Prix Englewood / Denver South LLC | 69. Grand Prix Term Lessee LLC |
| 24. Grand Prix Fixed Lessee LLC | 70. Grand Prix Troy (Central) LLC |
| 25. Grand Prix Floating Lessee LLC | 71. Grand Prix Troy (SE) LLC |
| 26. Grand Prix Fremont LLC | 72. Grand Prix Tukwila LLC |
| 27. Grand Prix Ft. Lauderdale LLC | 73. Grand Prix West Palm Beach LLC |
| 28. Grand Prix Ft. Wayne LLC | 74. Grand Prix Westchester LLC |
| 29. Grand Prix Gaithersburg LLC | 75. Grand Prix Willow Grove LLC |
| 30. Grand Prix General Lessee LLC | 76. Grand Prix Windsor LLC |
| 31. Grand Prix Germantown LLC | 77. Grand Prix Woburn LLC |
| 32. Grand Prix Grand Rapids LLC | 78. Innkeepers Financial Corporation |
| 33. Grand Prix Harrisburg LLC | 79. Innkeepers USA Limited Partnership |
| 34. Grand Prix Holdings LLC | 80. Innkeepers USA Trust |
| 35. Grand Prix Horsham LLC | 81. KPA HI Ontario LLC |
| 36. Grand Prix IHM, Inc. | 82. KPA HS Anaheim, LLC |
| 37. Grand Prix Indianapolis LLC | 83. KPA Leaseco Holding Inc. |
| 38. Grand Prix Islandia LLC | 84. KPA Leaseco, Inc. |
| 39. Grand Prix Las Colinas LLC | 85. KPA RIGG, LLC |
| 40. Grand Prix Lexington LLC | 86. KPA RIMV, LLC |
| 41. Grand Prix Livonia LLC | 87. KPA San Antonio, LLC |
| 42. Grand Prix Lombard LLC | 88. KPA Tysons Corner RI, LLC |
| 43. Grand Prix Louisville (RI) LLC | 89. KPA Washington DC, LLC |
| 44. Grand Prix Lynnwood LLC | 90. KPA/GP Ft. Walton LLC |
| 45. Grand Prix Mezz Borrower Fixed, LLC | 91. KPA/GP Louisville (HI) LLC |
| 46. Grand Prix Mezz Borrower Floating, LLC | 92. KPA/GP Valencia LLC |

James H.M. Sprayregen, P.C.
Paul M. Basta
Jennifer L. Marines
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

and

Anup Sathy, P.C.
Marc J. Carmel
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, IL 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

INNKEEPERS USA TRUST, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 10-_____(____)
)
) Joint Administration Requested
)

**CORPORATE OWNERSHIP STATEMENT PURSUANT TO RULE 1007(A)(1) OF THE
FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 1007-3 OF THE
LOCAL BANKRUPTCY RULES FOR THE SOUTHERN DISTRICT OF NEW YORK**

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: GP AC Sublessee LLC (5992); Grand Prix Addison (RI) LLC (3740); Grand Prix Addison (SS) LLC (3656); Grand Prix Albany LLC (3654); Grand Prix Altamonte LLC (3653); Grand Prix Anaheim Orange Lessee LLC (5925); Grand Prix Arlington LLC (3651); Grand Prix Atlanta (Peachtree Corners) LLC (3650); Grand Prix Atlanta LLC (3649); Grand Prix Atlantic City LLC (3648); Grand Prix Bellevue LLC (3645); Grand Prix Belmont LLC (3643); Grand Prix Binghamton LLC (3642); Grand Prix Bothell LLC (3641); Grand Prix Bulfinch LLC (3639); Grand Prix Campbell / San Jose LLC (3638); Grand Prix Cherry Hill LLC (3634); Grand Prix Chicago LLC (3633); Grand Prix Columbia LLC (3631); Grand Prix Denver LLC (3630); Grand Prix East Lansing LLC (3741); Grand Prix El Segundo LLC (3707); Grand Prix Englewood / Denver South LLC (3701); Grand Prix Fixed Lessee LLC (9979); Grand Prix Floating Lessee LLC (4290); Grand Prix Fremont LLC
(continued on next page)

Attached hereto is an organizational chart reflecting all of the above-captioned debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), ownership interests in each Debtor and ownership interests in non-Debtor affiliates and subsidiaries incorporated or otherwise domiciled in the United States. The business address of the Debtors and certain of the non-Debtor affiliates is 340 Royal Poinciana Way, Suite 306, Palm Beach, Florida 33480.

(3703); Grand Prix Ft. Lauderdale LLC (3705); Grand Prix Ft. Wayne LLC (3704); Grand Prix Gaithersburg LLC (3709); Grand Prix General Lessee LLC (9182); Grand Prix Germantown LLC (3711); Grand Prix Grand Rapids LLC (3713); Grand Prix Harrisburg LLC (3716); Grand Prix Holdings LLC (9317); Grand Prix Horsham LLC (3728); Grand Prix IHM, Inc. (7254); Grand Prix Indianapolis LLC (3719); Grand Prix Islandia LLC (3720); Grand Prix Las Colinas LLC (3722); Grand Prix Lexington LLC (3725); Grand Prix Livonia LLC (3730); Grand Prix Lombard LLC (3696); Grand Prix Louisville (RI) LLC (3700); Grand Prix Lynnwood LLC (3702); Grand Prix Mezz Borrower Fixed, LLC (0252); Grand Prix Mezz Borrower Floating, LLC (5924); Grand Prix Mezz Borrower Floating 2, LLC (9972); Grand Prix Mezz Borrower Term LLC (4285); Grand Prix Montvale LLC (3706); Grand Prix Morristown LLC (3738); Grand Prix Mountain View LLC (3737); Grand Prix Mt. Laurel LLC (3735); Grand Prix Naples LLC (3734); Grand Prix Ontario Lessee LLC (9976); Grand Prix Ontario LLC (3733); Grand Prix Portland LLC (3732); Grand Prix Richmond (Northwest) LLC (3731); Grand Prix Richmond LLC (3729); Grand Prix RIGG Lessee LLC (4960); Grand Prix RIMV Lessee LLC (4287); Grand Prix Rockville LLC (2496); Grand Prix Saddle River LLC (3726); Grand Prix San Jose LLC (3724); Grand Prix San Mateo LLC (3723); Grand Prix Schaumburg LLC (3721); Grand Prix Shelton LLC (3718); Grand Prix Sili I LLC (3714); Grand Prix Sili II LLC (3712); Grand Prix Term Lessee LLC (9180); Grand Prix Troy (Central) LLC (9061); Grand Prix Troy (SE) LLC (9062); Grand Prix Tukwila LLC (9063); Grand Prix West Palm Beach LLC (9065); Grand Prix Westchester LLC (3694); Grand Prix Willow Grove LLC (3697); Grand Prix Windsor LLC (3698); Grand Prix Woburn LLC (3699); Innkeepers Financial Corporation (0715); Innkeepers USA Limited Partnership (3956); Innkeepers USA Trust (3554); KPA HI Ontario LLC (6939); KPA HS Anaheim, LLC (0302); KPA Leaseco Holding Inc. (2887); KPA Leaseco, Inc. (7426); KPA RIGG, LLC (6706); KPA RIMV, LLC (6804); KPA San Antonio, LLC (1251); KPA Tysons Corner RI, LLC (1327); KPA Washington DC, LLC (1164); KPA/GP Ft. Walton LLC (3743); KPA/GP Louisville (HI) LLC (3744); KPA/GP Valencia LLC (9816). The location of the Debtors’ corporate headquarters and the service address for their affiliates is: c/o Innkeepers USA, 340 Royal Poinciana Way, Suite 306, Palm Beach, Florida 33480.

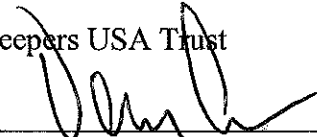
DECLARATION CONCERNING CORPORATE OWNERSHIP STATEMENT

Pursuant to 28 U.S.C. § 1746, I, Dennis M. Craven, the undersigned authorized signatory of the Debtor named in this case, declare under penalty of perjury that I have reviewed this corporate ownership statement and that it is true and correct to the best of my information and belief.

Dated: July 16, 2010

Innkeepers USA Trust

By: _____


Dennis M. Craven
Chief Financial Officer, Treasurer, and
Vice President

Corporate Organizational Chart

★ Lessees of Properties from Fee Owners/Ground Lessees

◊ Mezzanine Loan Borrower

□ Mortgage Loan Borrower - Fee Owner/Ground Lessee

General Notes

All entities are Delaware entities unless otherwise noted.

All entities are Debtors unless otherwise noted.

Footnotes

1. The following pages list the names of the Debtor-entities that have pledged their assets as collateral under the respective loan agreements as well as the franchisors with whom franchise agreements have been executed for the respective Debtor-entities' hotel.

2. Operating Tenant for hotels securing Fixed Rate Mortgage Loan Agreement.

3. Operating Tenant for hotels securing Floating Rate Senior Mortgage Loan Agreement.

4. Operating Tenant for hotel securing the facility for KPA HS Anaheim, LLC.

5. Operating Tenant for hotel securing the facility for KPA HI Ontario LLC.

6. Operating Tenant for hotel securing the facility for KPA RIGG, LLC.

7. Operating Tenant for hotel securing the facility for KPA RIMV, LLC.

8. Operating Tenant for hotels securing the facilities for: KPA Washington DC, LLC; KPA Tysons Corner RI, LLC; and KPA San Antonio, LLC.

9. Operating Tenant for hotel securing the facility for Genwood Raleigh LLC.

Innkeepers USA Corporate Structure Chart

The information contained herein and on the following pages shall neither constitute an admission of liability by, nor is it binding on, the Debtors.

The chart illustrates the corporate structure of Innkeepers USA. At the top is Apollo Investment Corporation (Maryland Business Development Company), which owns 100% of Grand Prix Holdings LLC. Grand Prix Holdings LLC owns Innkeepers USA Trust (Maryland REIT), which in turn owns Innkeepers Financial Corporation (Virginia Corporation). Innkeepers Financial Corporation owns Innkeepers USA Limited Partnership (Virginia Limited Partnership). This partnership is the parent of several entities: Grand Prix Mezz Borrower Fixed, LLC and Grand Prix Mezz Borrower Floating, LLC (both owned by Fee Owners/Ground Lessees (45 LLCs)); Grand Prix Mezz Borrower Floating 2, LLC (owned by Fee Owners/Ground Lessees (20 LLCs)); Grand Prix Mezz Borrower Term LLC (owned by KPA HS Anaheim, LLC); KPA HI Ontario LLC (collateral for \$35.0M Capmark Loan Agreement); KPA RIMV, LLC (collateral for \$47.4M Capmark Loan Agreement); KPA RIGG, LLC (collateral for \$37.6M Capmark Loan Agreement); KPA Tysons Corner RI, LLC (collateral for \$25.2M Merrill Lynch Loan Agreement); KPA Washington DC, LLC (collateral for \$25.6M Merrill Lynch Loan Agreement); KPA San Antonio, LLC (collateral for \$24.2M Merrill Lynch Loan Agreement); KPA Leaseco Holding Inc. (which owns KPA Leaseco, Inc., which owns Grand Prix IHM, Inc.); and KPA Raleigh, LLC (which owns KPA Raleigh Leaseco LLC and is a 49% owner of Genwood Raleigh LLC (Joint Venture Fee Owner)). Grand Prix IHM, Inc. owns four Grand Prix entities (Fixed Lessee LLC, Floating Lessee LLC, Anaheim Orange Lessee LLC, Ontario Lessee LLC), which each own a corresponding Grand Prix entity (RIGG Lessee LLC, RIMV Lessee LLC, General Lessee LLC, Term Lessee LLC), all of which are GP AC Sublessee LLCs. A dashed line separates the entities from Apollo Investment Corporation from the entities from KPA Raleigh, LLC, with a label 'Non-Debtor Affiliates'.

```
graph TD
    Apollo[Apollo Investment Corporation (Maryland Business Development Company)] -- 100% --> GP_Holdings[Grand Prix Holdings LLC]
    GP_Holdings --> IUSA_Trust[Innkeepers USA Trust (Maryland REIT)]
    IUSA_Trust --> IUSA_Fin[Innkeepers Financial Corporation (Virginia Corporation)]
    IUSA_Fin --> IUSA_LP[Innkeepers USA Limited Partnership (Virginia Limited Partnership)]
    
    IUSA_LP --> GP_Mez_Fixed[Grand Prix Mezz Borrower Fixed, LLC]
    IUSA_LP --> GP_Mez_Float[Grand Prix Mezz Borrower Floating, LLC]
    IUSA_LP --> GP_Mez_Float2[Grand Prix Mezz Borrower Floating 2, LLC]
    IUSA_LP --> GP_Mez_Term[Grand Prix Mezz Borrower Term LLC]
    IUSA_LP --> KPA_HI[KPA HI Ontario LLC  
This entity's assets are collateral under the "$35.0 Million Capmark Loan Agreement"1]
    IUSA_LP --> KPA_RIMV[KPA RIMV, LLC  
This entity's assets are collateral under the "$47.4 Million Capmark Loan Agreement"1]
    IUSA_LP --> KPA_RIGG[KPA RIGG, LLC  
This entity's assets are collateral under the "$37.6 Million Capmark Loan Agreement"1]
    IUSA_LP --> KPA_Tysons[KPA Tysons Corner RI, LLC  
This entity's assets are collateral under the "$25.2 Million Merrill Lynch Loan Agreement"1]
    IUSA_LP --> KPA_DC[KPA Washington DC, LLC  
This entity's assets are collateral under the "$25.6 Million Merrill Lynch Loan Agreement"1]
    IUSA_LP --> KPA_San_Ant[KPA San Antonio, LLC  
This entity's assets are collateral under the "$24.2 Million Merrill Lynch Loan Agreement"1]
    IUSA_LP --> KPA_Leaseco_Holding[KPA Leaseco Holding Inc.]
    IUSA_LP --> KPA_Raleigh[KPA Raleigh, LLC]
    
    KPA_Leaseco_Holding --> KPA_Leaseco_Inc[KPA Leaseco, Inc.]
    KPA_Leaseco_Inc --> GP_IHM[Grand Prix IHM, Inc.]
    GP_IHM --> GP_Fixed_Lessee[Grand Prix Fixed Lessee LLC2]
    GP_IHM --> GP_Floating_Lessee[Grand Prix Floating Lessee LLC3]
    GP_IHM --> GP_Anaheim_Orange_Lessee[Grand Prix Anaheim Orange Lessee LLC4]
    GP_IHM --> GP_Ontario_Lessee[Grand Prix Ontario Lessee LLC5]
    GP_Fixed_Lessee --> GP_RIGG_Lessee[Grand Prix RIGG Lessee LLC6]
    GP_Floating_Lessee --> GP_RIMV_Lessee[Grand Prix RIMV Lessee LLC7]
    GP_Anaheim_Orange_Lessee --> GP_General_Lessee[Grand Prix General Lessee LLC8]
    GP_Ontario_Lessee --> GP_Term_Lessee[Grand Prix Term Lessee LLC]
    GP_RIGG_Lessee --> GP_AC_Sublessee[GP AC Sublessee LLC]
    GP_RIMV_Lessee --> GP_AC_Sublessee
    GP_General_Lessee --> GP_AC_Sublessee
    GP_Term_Lessee --> GP_AC_Sublessee
    
    KPA_Raleigh -- 49% --> KPA_Raleigh_Leaseco[KPA Raleigh Leaseco LLC]
    KPA_Raleigh_Leaseco -- 49% --> Genwood_Raleigh_Lessee[Genwood Raleigh Lessee LLC9 (Joint Venture)]
    KPA_Raleigh -- 49% --> Genwood_Raleigh_Lessee
    KPA_Raleigh -- 49% --> Genwood_Raleigh_Lessee_Fee_Owner[Genwood Raleigh LLC (Joint Venture Fee Owner)]
```

Schedule of Debtor-Entities that are Fee Owners/Ground Lessees
(Arranged by Loan Agreement)

Debtor Entity	Franchisor
Fixed Rate Mortgage Loan Agreement	
Grand Prix Addison (RI) LLC	Marriott International, Inc.
Grand Prix Altamonte LLC	Marriott International, Inc.
Grand Prix Arlington LLC	Marriott International, Inc.
Grand Prix Atlanta (Peachtree Corners) LLC	Marriott International, Inc.
Grand Prix Atlanta LLC	Marriott International, Inc.
Grand Prix Bellevue LLC	Marriott International, Inc.
Grand Prix Belmont LLC	Summerfield Hotel Company, L.L.C.
Grand Prix Binghamton LLC	Marriott International, Inc.
Grand Prix Bothell LLC	Marriott International, Inc.
Grand Prix Campbell / San Jose LLC	Marriott International, Inc.
Grand Prix Cherry Hill LLC	Marriott International, Inc.
Grand Prix Chicago LLC	Marriott International, Inc.
Grand Prix Columbia LLC	Promus Hotels, Inc.
Grand Prix Denver LLC	Marriott International, Inc.
Grand Prix El Segundo LLC	Summerfield Hotel Company, L.L.C.
Grand Prix Englewood / Denver South LLC	Marriott International, Inc.
Grand Prix Fremont LLC	Marriott International, Inc.
Grand Prix Ft. Lauderdale LLC	Marriott International, Inc.
Grand Prix Gaithersburg LLC	Marriott International, Inc.
Grand Prix Germantown LLC	Promus Hotels, Inc.
Grand Prix Horsham LLC	Marriott International, Inc.
Grand Prix Islandia LLC	Promus Hotel, Inc.
Grand Prix Las Colinas LLC	Summerfield Hotel Company, L.L.C.
Grand Prix Lexington LLC	Marriott International, Inc.
Grand Prix Livonia LLC	Marriott International, Inc.
Grand Prix Lombard LLC	Promus Hotels, Inc.
Grand Prix Louisville (RI) LLC	Marriott International, Inc.
Grand Prix Lynnwood LLC	Marriott International, Inc.
Grand Prix Mountain View LLC	Marriott International, Inc.
Grand Prix Mt. Laurel LLC	Summerfield Hotel Company, L.L.C.
Grand Prix Naples LLC	Promus Hotels, Inc.
Grand Prix Portland LLC	Marriott International, Inc.
Grand Prix Richmond (Northwest) LLC	Marriott International, Inc.
Grand Prix Richmond LLC	Marriott International, Inc.
Grand Prix Saddle River LLC	Marriott International, Inc.
Grand Prix San Jose LLC	Marriott International, Inc.
Grand Prix San Mateo LLC	Marriott International, Inc.
Grand Prix Schaumburg LLC	Promus Hotels, Inc.
Grand Prix Shelton LLC	Marriott International, Inc.
Grand Prix Sili I LLC	Marriott International, Inc.
Grand Prix Sili II LLC	Marriott International, Inc.
Grand Prix Tukwila LLC	Marriott International, Inc.
Grand Prix Westchester LLC	Promus Hotels, Inc.
Grand Prix Willow Grove LLC	Promus Hotels, Inc.
Grand Prix Windsor LLC	Marriott International, Inc.

**Schedule of Debtor-Entities that are Fee Owners/Ground Lessees
(Arranged by Loan Agreement)**

Debtor Entity	Franchisor
Floating Rate Mortgage Loan Agreement	
Grand Prix Addison (SS) LLC	Summerfield Hotel Company, L.L.C.
Grand Prix Albany LLC	Promus Hotels, Inc.
Grand Prix Atlantic City LLC	Marriott International, Inc.
Grand Prix Bulfinch LLC	N/A
Grand Prix East Lansing LLC	N/A
Grand Prix Ft. Wayne LLC	Marriott International, Inc.
Grand Prix Grand Rapids LLC	Marriott International, Inc.
Grand Prix Harrisburg LLC	Marriott International, Inc.
Grand Prix Indianapolis LLC	N/A
Grand Prix Montvale LLC	Marriott International, Inc.
Grand Prix Morristown LLC	Westin License Company
Grand Prix Ontario LLC	Marriott International, Inc.
Grand Prix Rockville LLC	The Sheraton Corporation
Grand Prix Troy (Central) LLC	Marriott International, Inc.
Grand Prix Troy (SE) LLC	Marriott International, Inc.
Grand Prix West Palm Beach LLC	Best Western International, Inc.
Grand Prix Woburn LLC	Promus Hotels, Inc.
KPA/GP Ft. Walton LLC	The Sheraton Corporation
KPA/GP Louisville (HI) LLC	Promus Hotels, Inc.
KPA/GP Valencia LLC	Promus Hotels, Inc.
Anaheim Mortgage Loan Agreement	
KPA HS Anaheim, LLC	Hilton Inns, Inc.
Capmark Ontario Loan Agreement	
KPA HI Ontario LLC	Hilton Inns, Inc.
Capmark Garden Grove Loan Agreement	
KPA RIGG, LLC	Marriott International, Inc.
Capmark Mission Valley Loan Agreement	
KPA RIMV, LLC	Marriott International, Inc.
Merrill Lynch Washington D.C. Loan Agreement	
KPA Washington DC, LLC	Doubletree Hotel Systems, Inc.
Merrill Lynch Tysons Corner Loan Agreement	
KPA Tysons Corner RI, LLC	Marriott International, Inc.
Merrill Lynch San Antonio Loan Agreement	
KPA San Antonio, LLC	Promus Hotels, Inc.

**GRAND PRIX HOLDINGS LLC
CONSENT IN LIEU OF A SPECIAL MEETING OF
THE SOLE MEMBER**

July 14, 2010

The undersigned, being the Sole Member (the “**Sole Member**”) of Grand Prix Holdings LLC, a Delaware limited liability company (the “**Company**”), in lieu of holding a special meeting of the Sole Member of the Company, hereby takes the following actions and adopts the following resolutions by written consent pursuant to Section 18-302(d) of the Limited Liability Company Act of the State of Delaware:

WHEREAS, the Sole Member has reviewed and had the opportunity to ask questions about the materials presented by the management and the legal and financial advisors of the Company regarding the liabilities and liquidity of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company’s businesses;

WHEREAS, the Sole Member has had the opportunity to consult with the management and the legal and financial advisors of the Company to fully consider each of the strategic alternatives available to the Company; and

WHEREAS, the Sole Member has determined that it is desirable that a petition be filed by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

NOW, THEREFORE, BE IT RESOLVED, that the officers and authorized representatives of the Company and any other person designated and so authorized to act (each, an “**Authorized Officer**”) of the Company be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Company to execute and verify the petitions under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) at such time as the Authorized Officer executing the petitions shall determine; and be it further;

RESOLVED, that the Authorized Officers of the Company be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Company, in its capacity as the direct or indirect general partner, stockholder, beneficial interest holder or member of each of its subsidiaries, to execute and verify the petitions under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the Bankruptcy Court at such time as the Authorized Officer executing the petitions shall determine; and be it further;

RESOLVED, that the Company is hereby authorized and directed to engage the law firm of Kirkland & Ellis LLP, as general restructuring counsel, to represent and assist the Company in its chapter 11 case and in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Company's chapter 11 case and cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP; and be it further;

RESOLVED, that the Company is hereby authorized and directed to engage the firm of Moelis & Company LLC, as financial advisor, investment banker and restructuring advisor, to represent and assist the Company in its chapter 11 case and in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Company's chapter 11 case and cause to be filed an appropriate application for authority to retain the services of Moelis & Company LLC; and be it further;

RESOLVED, that the Company is hereby authorized and directed to engage the firm of AP Services, LLC, as restructuring advisor, to represent and assist the Company in its chapter 11 case and in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officer are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Company's chapter 11 case and cause to be filed an appropriate application for authority to retain the services of AP Services, LLC; and be it further;

RESOLVED, that the Company is hereby authorized and directed to engage Omni Management Group, LLC, as noticing, balloting and claims agent, to represent and assist the Company in its chapter 11 case and in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Company's chapter 11 case and cause to be filed an appropriate application for authority to retain the services of Omni Management Group, LLC; and be it further;

RESOLVED, that the Company is hereby authorized and directed to engage any other professionals to assist the Company in its chapter 11 case and in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the Company's chapter 11

case and cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary in the opinion of such Authorized Officer; and be it further;

RESOLVED, that the Authorized Officers of the Company be, and each hereby is, authorized, empowered and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that such Authorized Officer deems necessary, proper, or desirable in connection with the Company's chapter 11 case, with a view to the successful prosecution of such case; and be it further;

RESOLVED, that in connection with the commencement of the Company's chapter 11 case, the Authorized Officers of the Company be, and each hereby is, authorized and empowered, upon approval of the Bankruptcy Court, to cause the Company to enter into and to provide its guaranty and to pledge, mortgage and grant a lien and security interest in its assets for a debtor-in-possession loan facility (the "**DIP Facility**"), to the extent that the Company is party to such DIP Facility, (including, in connection therewith, such mortgages, deeds of trust, security agreements, pledge agreements, and other documents, agreements or instruments as constitute exhibits or schedules to or are required pursuant to or contemplated by the DIP Facility, each, an "**Additional Document**"), to the extent applicable, primarily for the purposes of funding property improvement plans or other capital expenditures at certain hotels, on such terms and conditions as approved by the Bankruptcy Court, and to take such additional action and to execute and deliver each other Additional Document to be executed and delivered by or on behalf of the Company, in the Company's own capacity and in the Company's capacity as the direct or indirect general partner, stockholder, beneficial interest holder or member of each of the subsidiaries, pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it further;

RESOLVED, that the DIP Facility and any guaranty, mortgage and/or pledge associated with the DIP Facility is reasonably expected to be of direct or indirect benefit to the Company and its subsidiaries; and be it further;

RESOLVED, that any Authorized Officer and such other employees of the Company as the Authorized Officers shall designate from time to time, and any employees or agents (including counsel) designated by or directed by any such officers be, and each hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Facility, to the extent the Company is party to such DIP Facility, which shall in their sole judgment be necessary, proper or advisable; and be it further;

RESOLVED, that the Authorized Officers of the Company be, and each hereby is, authorized, empowered and directed to use in connection with the Company's chapter 11 case and in accordance with the provisions of the Bankruptcy Code any cash collateral, with or without the consent or support of any counterparties to any agreement related to any such cash collateral; and be it further;

RESOLVED, that the Authorized Officers of the Company be, and each hereby is, authorized, empowered and directed to negotiate, execute and deliver agreements with regard to the use of cash collateral in connection with the Company's chapter 11 case and in accordance with the provisions of the Bankruptcy Code, including agreement(s) that may require the Company to grant liens and make payments to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto that are in accordance with the provisions of the Bankruptcy Code as any Authorized Officer approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof; and be it further;

RESOLVED, that the Plan Support Agreement by and among Innkeepers USA Trust and certain of its affiliates and Lehman ALI, Inc., a Delaware corporation, and each other document, instrument or agreement executed in connection therewith (collectively, the "**Plan Support Agreement**"), substantially in the form of the draft which has been reviewed by the Sole Member or explained to the Sole Member, and the Company's performance of its obligations under the Plan Support Agreement, to the extent that the Company is party to such Plan Support Agreement, is hereby, in all respects, authorized and approved; and be it further;

RESOLVED, that any Authorized Officer and such other employees of the Company as the Authorized Officers shall designate from time to time, and any employees or agents (including counsel) designated by or directed by any such officers be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Company to cause the Company to execute and deliver the Plan Support Agreement, to the extent that the Company is party to such Plan Support Agreement, in the name and on behalf of the Company, substantially in the form of the draft which has been reviewed by the Sole Member or explained to the Sole Member, with such changes therein and modifications and amendments thereto as any Authorized Officer may in his, her or their sole discretion approve, which approval shall be conclusively evidenced by his, her or their execution thereof; and be it further;

RESOLVED, that any Authorized Officer and such other employees of the Company as the Authorized Officers shall designate from time to time, and any employees or agents (including counsel) designated by or directed by any such officers be, and each hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the Plan Support Agreement, to the extent that the

Company is party to such Plan Support Agreement, which shall in their sole judgment be necessary, proper or advisable; and be it further;

RESOLVED, that the Agreement for Adequate Assurance of Future Completion of Certain PIPs and Assumption of Agreements by and among Innkeepers USA Trust and certain of its affiliates and Marriott International, Inc., a Delaware corporation, and each other document, instrument or agreement executed in connection therewith (collectively, the “**Marriott Agreement**”), substantially in the form of the draft which has been reviewed by the Sole Member or explained to the Sole Member, and the Company’s performance of its obligations under the Marriott Agreement, to the extent the Company is party to such Marriott Agreement, is hereby, in all respects, authorized and approved; and be it further;

RESOLVED, that any Authorized Officer and such other employees of the Company as the Authorized Officers shall designate from time to time, and any employees or agents (including counsel) designated by or directed by any such officers be, and each hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the Marriott Agreement, to the extent the Company is party to such Marriott Agreement, which shall in their sole judgment be necessary, proper or advisable; and be it further;

RESOLVED, that the Authorized Officers be, and each hereby is, authorized and empowered on behalf of and in the name of the Company to execute such consents of the Company as such Authorized Officer considers necessary, proper or desirable to effectuate these resolutions, such determination to be evidenced by such execution or taking of such action; and be it further;

RESOLVED, that any Authorized Officer and such other employees of the Company as the Authorized Officers shall designate from time to time, and any employees or agents (including counsel) designated by or directed by any such officers be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Company to cause the Company to negotiate, enter into, execute, deliver, certify, file, and/or record, and perform such agreements, instruments, assignments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities, certificates, or other documents, and to take such other actions, as in the judgment of any such officer shall be or become necessary, proper, and desirable to effectuate a successful reorganization of the Company’s business; and be it further;

RESOLVED, that each Authorized Officer, and such other officers of the Company as the Authorized Officers shall from time to time designate, be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Company to (and any such actions heretofore taken by any of them are hereby ratified, confirmed and approved in all respects): (i) negotiate, execute, deliver and/or file any and all of the agreements, documents and instruments referenced herein, and such other agreements, documents and instruments and assignments thereof as may be required or as

such officers deem appropriate or advisable, or to cause the negotiation, execution and delivery thereof, in the name and on behalf of the Company in such form and substance as such officers may approve, together with such changes and amendments to any of the terms and conditions thereof as such officers may approve, with the execution and delivery thereof on behalf of the Company by or at the direction of such officers to constitute evidence of such approval, (ii) negotiate, execute, deliver and/or file, in the name and on behalf of the Company any and all agreements, documents, certificates, consents, filings and applications relating to the resolutions adopted and matters ratified or approved herein and the transactions contemplated thereby, and amendments and supplements to any of the foregoing, and to take such other actions as may be required or as such officers deem appropriate or advisable in connection therewith, and (iii) do such other things as may be required, or as may in their judgment be appropriate or advisable, in order to effectuate fully the resolutions adopted and matters ratified or approved herein and the consummation of the transactions contemplated thereby; and be it further;

RESOLVED, that the Authorized Officers be, and each hereby is, authorized and empowered on behalf of and in the name of the Company, in its own capacity and in its capacity as the direct or indirect general partner, stockholder, beneficial interest holder or member of each of its subsidiaries, to execute such consents of the Company as such Authorized Officer considers necessary, proper or desirable to effectuate these resolutions, such determination to be evidenced by such execution or taking of such action; and be it further;

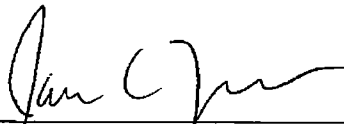
RESOLVED, that any and all past actions heretofore taken by any Authorized Officer or the Sole Member of the Company in the name and on behalf of the Company, in the Company's capacity and in the Company's capacity as the direct or indirect general partner, stockholder, beneficial interest holder or member of each of its subsidiaries, in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Sole Member of the Company duly called and constituted pursuant to the Limited Liability Company Agreement of the Company and the laws of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, the undersigned, being the sole member of the Company, has executed this consent as of the date first written above.

APOLLO INVESTMENT CORPORATION,
a Maryland corporation

By: 
Name: James C. Zetter
Title: _____